

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flatiron Financial Services Inc.		02/23/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FMP Agency Services, LLC, as Agent
Street Address:	21 Custom House Street
Internal Address:	10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3023106	PMP LIQUIDITY CONTROL PROCESS
Registration Number:	2973983	PMP DEFAULT PROTECTION
Registration Number:	2783609	CENTRIX
Registration Number:	2731219	C
Registration Number:	2909427	CREDIT READY
Registration Number:	3139757	CENTRIX FUNDS
Serial Number:	78269740	CENTRIX CAPITAL MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: matthew.mayer@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas

CH \$190.00 3023106

Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 785326
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/05/2007

Total Attachments: 5
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source=flatiron_FMP_tm7#page3.tif
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source=flatiron_FMP_tm7#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of February 23, 2007, by Flatiron Financial Services Inc. (the "Pledgor"), in favor of FMP AGENCY SERVICES, LLC, in its capacity as collateral agent pursuant to the Purchase Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

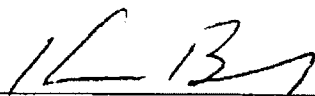
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

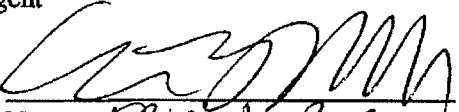
FLATIRON FINANCIAL SERVICES INC.

By: 
Name: *Kevin Bohan*
Title: *CEO*

[trademark security agreement]

Accepted and Agreed:

FMP AGENCY SERVICES, LLC
as Agent

By: 
Name: ERIC Y. ROGOFF
Title: VICE PRESIDENT

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UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Flatiron Financial Services Inc.	Reg. No. 3023106	PMP LIQUIDITY CONTROL PROCESS IC 36. US 100 101 102. G & S: Vehicle loan brokerage, namely facilitating the purchase and sale of interests in vehicle loans
Flatiron Financial Services Inc.	Reg. No. 2973983	PMP DEFAULT PROTECTION IC 036. US 100 101 102. G & S: Insurance services, namely obtaining insurance coverage from insurers for loan lienholders
Flatiron Financial Services Inc.	Reg. No. 2783609	CENTRIX IC 036. US 100 101 102. G & S: Financial services, namely, underwriting, lending, and risk management services in the field of auto loans
Flatiron Financial Services Inc.	Reg. No. 2731219	C (Graphic) IC 036. US 100 101 102. G & S: Financial, risk management and lending services; namely, loan underwriting, servicing of loans, provided to financial institutions to facilitate the making of loans to credit impaired borrowers
Flatiron Financial Services Inc.	Reg. No. 2909427	CREDIT READY IC 036. US 100 101 102. G & S: Financial services, namely, loan underwriting, risk management services and resale services in the field of auto loans, provided to lending institutions to facilitate lending institutions in making loans to credit impaired borrowers
Flatiron Financial Services Inc.	Reg. No. 3139757	CENTRIX FUNDS IC 036: fund investment services in the field of auto loans, namely offering funds comprising a managed portfolio of sub-prime auto loans to select accredited investors; fund investment consultation in the field of auto loans, namely investment consultation for select accredited investors relating to funds comprising a managed portfolio of sub-prime auto loans
Flatiron Financial Services Inc.	App. No. 78/269740	CENTRIX CAPITAL MANAGEMENT IC 036: investment management services for institutional and high net worth clients; investment consultation